

EXHIBIT 3

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Counsel for Defendant
11 TWITCH INTERACTIVE, INC.

12 UNITED STATES DISTRICT COURT

13 NORTHERN DISTRICT OF CALIFORNIA

14 IN RE PERSONALWEB TECHNOLOGIES, LLC,
ET AL., PATENT LITIGATION
15

Case No. 5:18-md-02834-BLF

16 PERSONALWEB TECHNOLOGIES, LLC and
LEVEL 3 COMMUNICATIONS, LLC,
17

Case No. 5:18-cv-05619-BLF

Plaintiffs,

18 v.
19

TWITCH INTERACTIVE, INC.,
20

Defendant.
21

**RESPONSES AND OBJECTIONS OF
TWITCH INTERACTIVE, INC. TO
PERSONALWEB TECHNOLOGIES,
LLC'S THIRD SET OF REQUESTS
FOR PRODUCTION (NOS. 84-115)**

22 PROPOUNDING PARTY: PERSONALWEB TECHNOLOGIES, INC.

23 RESPONDING PARTY: TWITCH INTERACTIVE, INC.

24 SET NUMBER: THREE (84-115)
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Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Twitch Interactive, Inc. (hereafter, “Twitch”), by and through their counsel, hereby responds to Plaintiffs, of PersonalWeb Technologies, LLC (“PersonalWeb”), Third Set of Requests for Production (Nos. 84-115) as follows:

GENERAL OBJECTIONS

The following general objections are stated with respect to each and every document request whether or not specifically identified in response thereto. To the extent any of these general objections are not raised in any particular response, Twitch does not waive those objections.

1. Twitch objects to each and every definition and request as overly broad, unduly burdensome, and not proportional to the needs of the case because they are not limited to a specific geographic area. Twitch will only provide discovery with respect to the United States.

2. Twitch objects to the definitions of “You,” “Your,” or “Twitch” because it seeks to broaden the scope of allowable discovery and seeks information that is not within the possession, custody, or control of Twitch, but is in the possession of third-parties and non-parties to this lawsuit. Twitch further objects to the definition of these terms to the extent it includes Twitch’s attorneys and patent agents and seeks privileged and attorney-work product information. Twitch will interpret these terms as referring to Twitch Interactive, Inc. only.

3. Twitch objects to the definition of “Accused Instrumentality” because it seeks to broaden the scope of allowable discovery and seeks information relating to all of Twitch’s web servers, beyond the scope of the accused technology in this action. Twitch will interpret this term as referring to Twitch.tv only.

4. Twitch objects to the definition of “Content-Based ETag” as vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case, as it does not identify the item or feature with specificity. Twitch will interpret this term as an ETag calculated based on contents of a corresponding file.

5. Twitch objects to the definition of “Fingerprint” as vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case, as it does not identify the item or feature with specificity. Twitch will interpret this term as a Ruby on Rails fingerprint or a

1 similar value that is calculated via a hash algorithm and that renders the name of a file dependent
2 on the contents of the file.

3 6. Twitch objects to the definition of “Cache-Busting” as vague, ambiguous, overly
4 broad, unduly burdensome, and not proportional to the needs of the case as it does not identify the
5 item or feature with specificity, and PersonalWeb does not explain what is meant by “valid”
6 content.

7 7. Twitch objects to the definition of “Relevant Time Period” as overly broad, unduly
8 burdensome, and not proportional to the needs of the case. Twitch will interpret this phrase as
9 meaning from September 14, 2012 to December 26, 2016.

10 8. Twitch objects to the definition of “Meeting” as overly broad and unduly
11 burdensome, vague and ambiguous, not proportional to the needs of this case, and failing to
12 describe the information sought with reasonable particularity.

13 9. Twitch objects to the definition of “Document” as overly broad and unduly
14 burdensome, vague and ambiguous, not proportional to the needs of this case, and failing to
15 describe the information sought with reasonable particularity. Twitch will not search for documents
16 that are not within its possession, custody, or control.

17 10. Twitch objects to the definition of “Thing” as overly broad and unduly burdensome,
18 vague and ambiguous, not proportional to the needs of this case, and failing to describe the
19 information sought with reasonable particularity.

20 11. Twitch objects to these requests and definitions to the extent that they seek to impose
21 duties beyond those required by the Federal Rules of Civil Procedure and the Local Rules of this
22 district. Twitch’s responses shall be made only in accordance with the applicable rule(s).

23 12. Twitch objects to these requests to the extent that they seek information equally
24 available to PersonalWeb in the public domain or that is already in the possession, custody, or
25 control of PersonalWeb.

26 13. Twitch objects to these requests to the extent that they seek information that is in
27 the possession, custody, or control of parties over whom Twitch has no control.

28 14. Twitch objects to each and every instruction, definition, and request to the extent

1 that it seeks the disclosure of information protected by the attorney-client privilege, the attorney
2 work-product doctrine, or any other applicable privilege, immunity, or protection, as provided by
3 any applicable law. Twitch does not intend to disclose such privileged or protected information.
4 Twitch's inadvertent disclosure of any such information should not be deemed a waiver of any
5 privilege, immunity, or protection, and Twitch expressly reserves the right to object to the
6 introduction at trial or to any other use of such information that may be inadvertently disclosed.
7 Twitch objects to discovery of attorney-client privileged communications after the filing of this
8 lawsuit and to discovery of work-product materials generated after the filing of this lawsuit.

9 15. Twitch objects to these requests to the extent they purport to include email. Email
10 production is not required in patent cases, and any request for email is unduly burdensome and not
11 proportional to the needs of the case. (*See, e.g.*, Court's [Model] Stipulation & Order Re: Discovery
12 of Electronically Stored Information for Patent Litigation ("General ESI production requests . . .
13 shall not include email or other forms of electronic correspondence.").)

14 16. The responses given herein shall not be deemed to waive any claim of privilege or
15 immunity Twitch may have as to any response, document, or thing, or any question or right of
16 objection as to authenticity, competency, relevancy, materiality, admissibility, or any other
17 objection Twitch may have as to a demand for further response to these or other requests, or to any
18 objection to the use of such information, documents, or things in any other proceeding filed after
19 the production of such information or documents.

20 17. Nothing contained herein may be construed as an admission relative to the existence
21 or non-existence of any document, and no response may be construed as an admission with respect
22 to the relevancy or admissibility in evidence of any statement or characterization contained in these
23 requests or respecting the authenticity, competency, relevancy, materiality, or admissibility of any
24 document or thing referenced by these requests.

25 18. Discovery in this matter is ongoing and Twitch reserves the right to revise or
26 supplement any response herein.

27 19. These General Objections are applicable to and are incorporated in each specific
28 response herein without further reference. The inclusion of specific objection(s) in response to any

1 Requests for Production shall not be construed as a waiver of such objection(s), or any of these
2 objections, in any other response.

3 **RESPONSES AND OBJECTIONS**

4 Subject to the foregoing General Objections, which are incorporated by reference as if set
5 forth fully in each and every response, Twitch also specifically responds and objects to the
6 Document Request as follows:

7 **REQUEST FOR PRODUCTION NO. 84:**

8 All Documents reflecting any use of HTTP by the Accused Instrumentality to deny content
9 requested by a Twitch customer or end user who has not paid for the content and/or does not have
10 a subscription to access the content.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 84:**

12 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
13 objects to this request to the extent it seeks information protected by the attorney-client privilege,
14 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
15 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
16 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
17 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
18 applicable order of the Court.

19 Twitch objects to this request to the extent it seeks information that is subject to any
20 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
21 to any third party. Twitch further objects to this request to the extent that it purports to require
22 Twitch to disclose private or personally-identifiable information of its employees, customers, or
23 users. Twitch does not intend to provide such information without the consent of the relevant
24 persons or a court order.

25 Twitch objects to the term “Accused Instrumentality” on the basis identified in the General
26 Objections above and incorporates those bases herein. Twitch will interpret “Accused
27 Instrumentality” as Twitch.tv only.

28 Twitch objects to this request to the extent it seeks information that is neither relevant to

1 any claim or defense in this action nor proportional to the needs of the case. The accused
2 instrumentality is a website which necessarily uses HTTP, the required industry standard. Thus,
3 this request seeks information that is not accused or related to any infringement theories.

4 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
5 particular time period and/or geographic area relevant to the case. Twitch objects to this request as
6 vague and ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks “[a]ll
7 Documents reflecting any use of HTTP by the Accused Instrumentality” without connection to any
8 accused functionality in the case.

9 Subject to and without waiving any objections, Twitch responds as follows:

10 Twitch will produce non-privileged, non-protected documents sufficient to show the
11 technical design, operation, and functionality of the accused features of Twitch.tv during the time
12 period of September 14, 2012 to December 26, 2016 for the United States, to the extent such
13 documents existed in Twitch’s possession, custody, or control and can be identified upon a
14 reasonable search.

15 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
16 amend, or modify its response to this request as additional facts are learned and as otherwise
17 appropriate.

18 **REQUEST FOR PRODUCTION NO. 85:**

19 All Documents reflecting any use of HTTP by the Accused Instrumentality showing that a
20 Twitch customer or end user is authorized to receive or use requested content or showing the
21 duration for which cached content is permitted to be used without obtaining reauthorization.

22 **RESPONSE TO REQUEST FOR PRODUCTION NO. 85:**

23 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
24 objects to this request to the extent it seeks information protected by the attorney-client privilege,
25 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
26 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
27 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
28 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any

1 applicable order of the Court.

2 Twitch objects to this request to the extent it seeks information that is subject to any
3 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
4 to any third party. Twitch further objects to this request to the extent that it purports to require
5 Twitch to disclose private or personally-identifiable information of its employees, customers, or
6 users. Twitch does not intend to provide such information without the consent of the relevant
7 persons or a court order.

8 Twitch objects to the term “Accused Instrumentality” on the basis identified in the General
9 Objections above and incorporates those bases herein. Twitch will interpret “Accused
10 Instrumentality” as Twitch.tv only.

11 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
12 and unintelligible. For example, Twitch objects to the undefined terms “authorized” and
13 “reauthorization” and the use of those terms in this request. To the extent PersonalWeb uses these
14 terms to imply its proposed claim constructions, Twitch objects to such use as PersonalWeb’s
15 proposed constructions are not supported by the intrinsic and extrinsic evidence and have not been
16 adopted by the Court.

17 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
18 particular time period and/or geographic area relevant to the case. Twitch objects to this request as
19 vague and ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks “[a]ll
20 Documents reflecting any use of HTTP by the Accused Instrumentality” without connection to any
21 accused functionality in the case.

22 Subject to and without waiving any objections, Twitch responds as follows:

23 Twitch will produce non-privileged, non-protected documents sufficient to show caching
24 parameters used by Twitch.tv during the time period of September 14, 2012 to December 26, 2016
25 for the United States, to the extent such documents exist in Twitch’s possession, custody, or control
26 and can be identified upon a reasonable search.

27 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
28 amend, or modify its response to this request as additional facts are learned and as otherwise

appropriate.

REQUEST FOR PRODUCTION NO. 86:

All Documents showing the arrival or receipt of HTTP Conditional GET Requests at the Accused Instrumentality server(s), including server logs showing such arrival and/or receipt, and the date or time stamping of same.

RESPONSE TO REQUEST FOR PRODUCTION NO. 86:

Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch objects to this request to the extent it seeks information protected by the attorney-client privilege, attorney work-product doctrine, joint defense privilege, common interest exception, duty of confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects to this request to the extent it seeks to impose upon Twitch obligations broader than, different from, or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any applicable order of the Court.

Twitch objects to this request to the extent it seeks information that is subject to any protective order, privacy interest, contractual obligation, or other confidentiality obligation owed to any third party. Twitch further objects to this request to the extent that it purports to require Twitch to disclose private or personally-identifiable information of its employees, customers, or users. Twitch does not intend to provide such information without the consent of the relevant persons or a court order.

Twitch objects to the term “Accused Instrumentality” on the basis identified in the General Objections above and incorporates those bases herein. Twitch will interpret “Accused Instrumentality” as Twitch.tv only.

Twitch objects to this request as overbroad, unduly burdensome, vague, ambiguous, exceeding the boundaries of discoverable information, failing to describe the information sought with the required reasonable particularity, not proportional to the needs of the case, and/or seeking information that is not relevant to any claim or defense in this action to the extent that it seeks information about the aspects of the accused technology not specifically accused in PersonalWeb’s Infringement Contentions. For example, Twitch objects to the undefined phrase “server logs” as

1 vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the
2 case, as it does not identify the item or feature with specificity.

3 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
4 particular time period and/or geographic area relevant to the case. Twitch objects to this request as
5 vague and ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks “[a]ll
6 documents showing the arrival or receipt of HTTP Conditional GET Requests” as the request spans
7 several years and Twitch.tv processes numerous transactions daily.

8 Subject to and without waiving any objections, Twitch responds as follows:

9 Twitch will produce non-privileged, non-protected documents sufficient to show the receipt
10 of HTTP Conditional GET requests by Twitch.tv during the time period of September 14, 2012 to
11 December 26, 2016 for the United States, to the extent such documents exist in Twitch’s possession,
12 custody, or control and can be identified upon a reasonable search.

13 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
14 amend, or modify its response to this request as additional facts are learned and as otherwise
15 appropriate.

16 **REQUEST FOR PRODUCTION NO. 87:**

17 All Documents regarding the configuration of Your web server(s) of the Accused
18 Instrumentality during the Relevant Time Period, including, without limitation, all configuration
19 files and/or configuration parameters as well as any scripts or programs used to manage its
20 configuration and/or operation.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 87:**

22 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
23 objects to this request to the extent it seeks information protected by the attorney-client privilege,
24 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
25 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
26 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
27 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
28 applicable order of the Court.

1 Twitch objects to this request to the extent it seeks information that is subject to any
2 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
3 to any third party. Twitch further objects to this request to the extent that it purports to require
4 Twitch to disclose private or personally-identifiable information of its employees, customers, or
5 users. Twitch does not intend to provide such information without the consent of the relevant
6 persons or a court order.

7 Twitch objects to the term “Accused Instrumentality” on the basis identified in the General
8 Objections above and incorporates those bases herein. Twitch will interpret “Accused
9 Instrumentality” as Twitch.tv only.

10 Twitch objects to this request as overbroad, unduly burdensome, vague, ambiguous,
11 exceeding the boundaries of discoverable information, failing to describe the information sought
12 with the required reasonable particularity, not proportional to the needs of the case, and/or seeking
13 information that is not relevant to any claim or defense in this action to the extent that it seeks
14 information about the aspects of the accused technology not specifically accused in PersonalWeb’s
15 Infringement Contentions.

16 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
17 and unintelligible. For example, Twitch objects to the undefined phrases “configuration of Your
18 web server(s),” “configuration parameters,” and “scripts or programs use to manage its
19 configuration and/or operation” as vague and ambiguous, overly broad, unduly burdensome, and
20 not proportional to the needs of the case, as they do not identify the items or features with
21 specificity.

22 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
23 particular geographic area relevant to the case. Twitch objects to this request as vague and
24 ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks “[a]ll Documents
25 regarding the configuration of Your web server(s)” without connection to any accused functionality
26 in the case.

27 Subject to and without waiving any objections, Twitch responds as follows:

28 Twitch has already made available for inspection, pursuant to the terms of the protective

1 order, source code reflecting the operation of the accused Twitch.tv website available in the United
2 States, including the revisions to that code that existed between September 14, 2012 through
3 December 26, 2016.

4 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
5 amend, or modify its response to this request as additional facts are learned and as otherwise
6 appropriate.

7 **REQUEST FOR PRODUCTION NO. 88:**

8 All Documents identifying Your web server(s) of the Accused Instrumentality and/or their
9 location during the Relevant Time Period.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 88:**

11 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
12 objects to this request to the extent it seeks information protected by the attorney-client privilege,
13 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
14 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
15 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
16 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
17 applicable order of the Court.

18 Twitch objects to this request to the extent it seeks information that is subject to any
19 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
20 to any third party. Twitch further objects to this request to the extent that it purports to require
21 Twitch to disclose private or personally-identifiable information of its employees, customers, or
22 users. Twitch does not intend to provide such information without the consent of the relevant
23 persons or a court order.

24 Twitch objects to this request to the extent it seeks information equally available to
25 PersonalWeb in the public domain.

26 Twitch objects to the term “Accused Instrumentality” on the basis identified in the General
27 Objections above and incorporates those bases herein. Twitch will interpret “Accused
28 Instrumentality” as Twitch.tv only.

1 Twitch objects to this request because it is grossly overbroad and is not relevant to any issue
2 in this case. For example, the request on its face seeks information relating to web servers that
3 Twitch relies on, including their location, even if servers are not directly related to provision of the
4 specific Twitch.tv services and features accused in this litigation. Twitch's use of web server
5 networks, without specific limitations to Twitch.tv, is not relevant to this case.

6 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
7 and unintelligible. For example, Twitch objects to the undefined phrase "web server(s)" as vague
8 and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case, as
9 it does not identify the item or feature with specificity.

10 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
11 particular geographic area relevant to the case. Twitch objects to this request as vague and
12 ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks "[a]ll Documents
13 identifying Your web server(s)" without connection to any accused functionality in the case. Twitch
14 objects to this request as unreasonably duplicative and/or redundant of Request Nos. 69 and 86.

15 Subject to and without waiving any objections, Twitch responds as follows:

16 Twitch has already made available for inspection, pursuant to the terms of the protective
17 order, source code reflecting the operation of the accused Twitch.tv website available in the United
18 States, including the revisions to that code that existed between September 14, 2012 through
19 December 26, 2016.

20 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
21 amend, or modify its response to this request as additional facts are learned and as otherwise
22 appropriate.

23 **REQUEST FOR PRODUCTION NO. 89:**

24 All source code and documents regarding the use of Ruby on Rails as part of Your Accused
25 Instrumentality.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 89:**

27 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
28 objects to this request to the extent it seeks information protected by the attorney-client privilege,

1 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
2 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
3 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
4 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
5 applicable order of the Court.

6 Twitch objects to this request to the extent it seeks information that is subject to any
7 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
8 to any third party. Twitch further objects to this request to the extent that it purports to require
9 Twitch to disclose private or personally-identifiable information of its employees, customers, or
10 users. Twitch does not intend to provide such information without the consent of the relevant
11 persons or a court order.

12 Twitch objects to this request to the extent it seeks information not in Twitch's possession,
13 custody or control.

14 Twitch objects to the term "Accused Instrumentality" on the basis identified in the General
15 Objections above and incorporates those bases herein. Twitch will interpret "Accused
16 Instrumentality" as Twitch.tv only.

17 Twitch objects to this request as overbroad, unduly burdensome, vague, ambiguous,
18 exceeding the boundaries of discoverable information, failing to describe the information sought
19 with the required reasonable particularity, not proportional to the needs of the case, and/or seeking
20 information that is not relevant to any claim or defense in this action to the extent that it seeks
21 information about the aspects of the accused technology not specifically accused in PersonalWeb's
22 Infringement Contentions.

23 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
24 and unintelligible. For example, Twitch objects to the undefined phrase "the use of Ruby on Rails
25 as part of" as vague and ambiguous, overly broad, unduly burdensome, and not proportional to the
26 needs of the case, as it does not identify the item or feature with specificity.

27 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
28 particular time period and/or geographic area relevant to the case. Twitch objects to this request as

1 vague and ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks “[a]ll
2 source code and documents” without connection to any accused functionality in the case.

3 Subject to and without waiving any objections, Twitch responds as follows:

4 Twitch has already made available for inspection, pursuant to the terms of the protective
5 order, source code reflecting the operation of the accused Twitch.tv website in the United States,
6 including the revisions to that code that existed between September 14, 2012 through December
7 26, 2016.

8 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
9 amend, or modify its response to this request as additional facts are learned and as otherwise
10 appropriate.

11 **REQUEST FOR PRODUCTION NO. 90:**

12 All Documents regarding the adoption of Content-Based ETags or the ability to respond to
13 HTTP Conditional GET Requests having Content-Based ETags by the web server of Your Accused
14 Instrumentality during the Relevant Time Period.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 90:**

16 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
17 objects to this request to the extent it seeks information protected by the attorney-client privilege,
18 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
19 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
20 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
21 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
22 applicable order of the Court.

23 Twitch objects to this request to the extent it seeks information that is subject to any
24 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
25 to any third party. Twitch further objects to this request to the extent that it purports to require
26 Twitch to disclose private or personally-identifiable information of its employees, customers, or
27 users. Twitch does not intend to provide such information without the consent of the relevant
28 persons or a court order.

1 Twitch objects to the term “Accused Instrumentality” on the basis identified in the General
2 Objections above and incorporates those bases herein. Twitch will interpret “Accused
3 Instrumentality” as Twitch.tv only.

4 Twitch objects to the term “Content-Based ETags” on the basis identified in the General
5 Objections above and incorporates those bases herein. Twitch will interpret “Content-Based
6 ETags” to mean ETags calculated based on contents of a corresponding file.

7 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
8 and unintelligible. For example, Twitch objects to the undefined phrase “adoption of Content-
9 Based ETags or the ability to respond to Conditional HTTP GET requests having Content-Based
10 ETags by the web server” as vague and ambiguous, overly broad, unduly burdensome, and not
11 proportional to the needs of the case, as it does not identify the item or feature with specificity.

12 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
13 particular time period and/or geographic area relevant to the case. Twitch objects to this request as
14 vague and ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks “[a]ll
15 Documents regarding the adoption of Content-Based ETags or the ability to respond to HTTP
16 Conditional GET Requests having Content-Based ETags by the web server” without connection to
17 any accused functionality in the case.

18 Subject to and without waiving any objections, Twitch responds as follows:

19 Twitch will produce nonprivileged, non-protected documents sufficient to show the use of
20 ETags and Conditional HTTP GET requests on Twitch.tv during the time period of September 14,
21 2012 to December 26, 2016 for the United States, to the extent such documents exist in Twitch’s
22 possession, custody, or control, can be identified upon a reasonable search, and have not yet been
23 produced.

24 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
25 amend, or modify its response to this request as additional facts are learned and as otherwise
26 appropriate.

27 **REQUEST FOR PRODUCTION NO. 91:**

28 All Documents regarding the data structures that stored Content-Based ETags in Your

1 Accused Instrumentality during the Relevant Time Period.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 91:**

3 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
4 objects to this request to the extent it seeks information protected by the attorney-client privilege,
5 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
6 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
7 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
8 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
9 applicable order of the Court.

10 Twitch objects to this request to the extent it seeks information that is subject to any
11 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
12 to any third party. Twitch further objects to this request to the extent that it purports to require
13 Twitch to disclose private or personally-identifiable information of its employees, customers, or
14 users. Twitch does not intend to provide such information without the consent of the relevant
15 persons or a court order.

16 Twitch objects to the term “Accused Instrumentality” on the basis identified in the General
17 Objections above and incorporates those bases herein. Twitch will interpret “Accused
18 Instrumentality” as Twitch.tv only.

19 Twitch objects to this request as overbroad, unduly burdensome, vague, ambiguous,
20 exceeding the boundaries of discoverable information, failing to describe the information sought
21 with the required reasonable particularity, not proportional to the needs of the case, and/or seeking
22 information that is not relevant to any claim or defense in this action to the extent that it seeks
23 information about the aspects of the accused technology not specifically accused in PersonalWeb’s
24 Infringement Contentions.

25 Twitch objects to the term “Content-Based ETags” on the basis identified in the General
26 Objections above and incorporates those bases herein. Twitch will interpret “Content-Based
27 ETags” to mean ETags calculated based on contents of a corresponding file.

28 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,

1 and unintelligible. For example, Twitch objects to the undefined phrase “data structure” as vague
2 and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case, as
3 it does not identify the item or feature with specificity.

4 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
5 particular geographic area relevant to the case. Twitch objects to this request as vague and
6 ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks “[a]ll Documents
7 regarding the data structures that stored Content-Based ETags.”

8 Subject to and without waiving any objections, Twitch responds as follows:

9 Twitch has already made available for inspection, pursuant to the terms of the protective
10 order, source code reflecting the operation of the accused Twitch.tv website in the United States,
11 including the revisions to that code that existed between September 14, 2012 through December
12 26, 2016.

13 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
14 amend, or modify its response to this request as additional facts are learned and as otherwise
15 appropriate.

16 **REQUEST FOR PRODUCTION NO. 92:**

17 All Documents regarding the use of Content-Based ETags by Your Accused Instrumentality
18 during the Relevant Time Period, including controlling or enabling the use of the Content-Based
19 ETags by customers or end users.

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 92:**

21 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
22 objects to this request to the extent it seeks information protected by the attorney-client privilege,
23 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
24 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
25 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
26 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
27 applicable order of the Court.

28 Twitch objects to this request to the extent it seeks information that is subject to any

1 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
2 to any third party. Twitch further objects to this request to the extent that it purports to require
3 Twitch to disclose private or personally-identifiable information of its employees, customers, or
4 users. Twitch does not intend to provide such information without the consent of the relevant
5 persons or a court order.

6 Twitch objects to the term “Content-Based ETags” on the basis identified in the General
7 Objections above and incorporates those bases herein. Twitch will interpret “Content-Based
8 ETags” to mean ETags calculated based on contents of a corresponding file.

9 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
10 and unintelligible. For example, Twitch objects to the undefined phrase “controlling or enabling”
11 as vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of
12 the case, as it does not identify the item or feature with specificity.

13 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
14 particular geographic area relevant to the case. Twitch objects to this request as vague and
15 ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks “[a]ll Documents
16 regarding the use of Content-Based ETags.”

17 Twitch objects to this request as unreasonably duplicative and/or redundant of Request Nos.
18 1-2, and 5.

19 Subject to and without waiving any objections, Twitch responds as follows:

20 Twitch will produce nonprivileged, non-protected documents sufficient to show the use of
21 ETags by Twitch.tv during the time period of September 14, 2012 to December 26, 2016 for the
22 United States, to the extent such documents exist in Twitch’s possession, custody, or control, can
23 be identified upon a reasonable search, and have not yet been produced.

24 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
25 amend, or modify its response to this request as additional facts are learned and as otherwise
26 appropriate.

27 **REQUEST FOR PRODUCTION NO. 93:**

28 All Documents regarding the transmission of HTTP Conditional GET Requests by

1 customers or end users of Your Accused Instrumentality during the Relevant Time Period.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 93:**

3 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
4 objects to this request to the extent it seeks information protected by the attorney-client privilege,
5 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
6 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
7 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
8 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
9 applicable order of the Court.

10 Twitch objects to this request to the extent it seeks information that is subject to any
11 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
12 to any third party. Twitch further objects to this request to the extent that it purports to require
13 Twitch to disclose private or personally-identifiable information of its employees, customers, or
14 users. Twitch does not intend to provide such information without the consent of the relevant
15 persons or a court order.

16 Twitch objects to the term “Accused Instrumentality” on the basis identified in the General
17 Objections above and incorporates those bases herein. Twitch will interpret “Accused
18 Instrumentality” as Twitch.tv only.

19 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
20 particular geographic area relevant to the case. Twitch objects to this request as vague and
21 ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks “[a]ll Documents
22 regarding the transmission of HTTP Conditional GET Requests.”

23 Subject to and without waiving any objections, Twitch responds as follows:

24 Twitch will produce nonprivileged, non-protected documents sufficient to show the
25 processing of HTTP Conditional GET Requests by Twitch.tv during the time period of September
26 14, 2012 to December 26, 2016 for the United States, to the extent such documents exist in Twitch’s
27 possession, custody, or control, can be identified upon a reasonable search, and have not yet been
28 produced.

Investigation and discovery are ongoing, and Twitch reserves the right to supplement, amend, or modify its response to this request as additional facts are learned and as otherwise appropriate.

REQUEST FOR PRODUCTION NO. 94:

All web server source code used by Your Accused Instrumentality during the Relevant Time Period, or other documents showing how server logs were generated during the Relevant Time Period.

RESPONSE TO REQUEST FOR PRODUCTION NO. 94:

Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch objects to this request to the extent it seeks information protected by the attorney-client privilege, attorney work-product doctrine, joint defense privilege, common interest exception, duty of confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects to this request to the extent it seeks to impose upon Twitch obligations broader than, different from, or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any applicable order of the Court.

Twitch objects to this request to the extent it seeks information that is subject to any protective order, privacy interest, contractual obligation, or other confidentiality obligation owed to any third party. Twitch further objects to this request to the extent that it purports to require Twitch to disclose private or personally-identifiable information of its employees, customers, or users. Twitch does not intend to provide such information without the consent of the relevant persons or a court order.

Twitch objects to the term “Accused Instrumentality” on the basis identified in the General Objections above and incorporates those bases herein. Twitch will interpret “Accused Instrumentality” as Twitch.tv only.

Twitch objects to this request because it is grossly overbroad and is not relevant to any issue in this case. For example, the request on its face seeks information relating to web servers that Twitch relies on, including their location, even if servers are not directly related to provision of the specific Twitch.tv services and features accused in this litigation. Twitch’s use of web server

1 networks, without specific limitations to Twitch.tv, is not relevant to this case.

2 Twitch further objects that the manner in which server logs are generated is not relevant to
3 any issue in this case.

4 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
5 and unintelligible. For example, Twitch objects to the undefined phrases “web server” and “server
6 logs” as vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs
7 of the case, as they do not identify the items or features with specificity.

8 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
9 particular geographic area relevant to the case. Twitch objects to this request as vague and
10 ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks “[a]ll Documents
11 web server source code” without connection to any accused functionality in the case. Twitch objects
12 to this request as unreasonably duplicative and/or redundant of Request No. 86.

13 Subject to and without waiving any objections, Twitch responds as follows:

14 Twitch has already made available for inspection, pursuant to the terms of the protective
15 order, source code reflecting the operation of the accused Twitch.tv website in the United States,
16 including the revisions to that code that existed between September 14, 2012 through December
17 26, 2016.

18 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
19 amend, or modify its response to this request as additional facts are learned and as otherwise
20 appropriate.

21 **REQUEST FOR PRODUCTION NO. 95:**

22 All Documents identifying the locations of the web server(s) used by Your Accused
23 Instrumentality during the Relevant Time Period.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 95:**

25 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
26 objects to this request to the extent it seeks information protected by the attorney-client privilege,
27 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
28 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects

1 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
2 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
3 applicable order of the Court.

4 Twitch objects to this request to the extent it seeks information that is subject to any
5 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
6 to any third party. Twitch further objects to this request to the extent that it purports to require
7 Twitch to disclose private or personally-identifiable information of its employees, customers, or
8 users. Twitch does not intend to provide such information without the consent of the relevant
9 persons or a court order.

10 Twitch objects to this request to the extent it seeks information equally available to
11 PersonalWeb in the public domain.

12 Twitch objects to the term “Accused Instrumentality” on the basis identified in the General
13 Objections above and incorporates those bases herein. Twitch will interpret “Accused
14 Instrumentality” as Twitch.tv only.

15 Twitch objects to this request because it is grossly overbroad and is not relevant to any issue
16 in this case. For example, the request on its face seeks information relating to the location of any
17 web servers that Twitch relies on, even if servers are not directly related to provision of the specific
18 Twitch.tv services and features accused in this litigation. Twitch’s use of web server networks,
19 without specific limitations to Twitch.tv, is not relevant to this case.

20 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
21 and unintelligible. For example, Twitch objects to the undefined phrase “web server” as vague and
22 ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case, as it
23 does not identify the item or feature with specificity.

24 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
25 particular geographic area relevant to the case. Twitch objects to this request as vague and
26 ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks “[a]ll Documents
27 identifying the locations of the web server(s)” without connection to any accused functionality in
28 the case. Twitch objects to this request as unreasonably duplicative and/or redundant of Request

Nos. 69 and 86.

Subject to and without waiving any objections, Twitch responds as follows:

Twitch will produce non-privileged, non-protected documents sufficient to show the location of web servers used by www.twitch.tv during the time period of September 14, 2012 to December 26, 2016 for the United States to the extent such documents exist in Twitch's possession, custody, or control and can be identified upon a reasonable search, and have not yet been produced.

Investigation and discovery are ongoing, and Twitch reserves the right to supplement, amend, or modify its response to this request as additional facts are learned and as otherwise appropriate.

REQUEST FOR PRODUCTION NO. 96:

All Documents regarding any lump sum settlement, license fee or other payment that You have made to settle or otherwise resolve any accusation of patent infringement by a third party.

RESPONSE TO REQUEST FOR PRODUCTION NO. 96:

Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch objects to this request to the extent it seeks information protected by the attorney-client privilege, attorney work-product doctrine, joint defense privilege, common interest exception, duty of confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects to this request to the extent it seeks to impose upon Twitch obligations broader than, different from, or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any applicable order of the Court.

Twitch objects to this request to the extent it seeks information that is subject to any protective order, privacy interest, contractual obligation, or other confidentiality obligation owed to any third party. Twitch further objects to this request to the extent that it purports to require Twitch to disclose private or personally-identifiable information of its employees, customers, or users. Twitch does not intend to provide such information without the consent of the relevant persons or a court order.

Twitch objects to this request as overbroad, unduly burdensome, vague, ambiguous, exceeding the boundaries of discoverable information, failing to describe the information sought

1 with the required reasonable particularity, not proportional to the needs of the case, and/or seeking
2 information that is not relevant to any claim or defense in this action to the extent that it seeks
3 information about licenses which have no connection to the technology at issue here.

4 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
5 and unintelligible in that it seeks “[a]ll Documents regarding any lump sum settlement, license fee
6 or other payment that You have made to settle or otherwise resolve any accusation of patent
7 infringement” without connection to any accused functionality in the case. Twitch objects to this
8 request as unreasonably duplicative and/or redundant of Request No. 29.

9 Subject to and without waiving any objections, Twitch responds as follows:

10 Twitch has already agreed to produce non-privileged, non-protected documents sufficient
11 to show licenses related to the technology at issue during the time period of September 14, 2012 to
12 December 26, 2016 for the United States in response to Request for Production No. 29.

13 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
14 amend, or modify its response to this request as additional facts are learned and as otherwise
15 appropriate.

16 **REQUEST FOR PRODUCTION NO. 97:**

17 All Documents regarding the importance of Cache-Busting by using Content-Based ETags
18 or Fingerprints in connection with the Accused Instrumentality.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 97:**

20 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
21 objects to this request to the extent it seeks information protected by the attorney-client privilege,
22 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
23 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
24 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
25 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
26 applicable order of the Court.

27 Twitch objects to this request to the extent it seeks information that is subject to any
28 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed

1 to any third party. Twitch further objects to this request to the extent that it purports to require
2 Twitch to disclose private or personally-identifiable information of its employees, customers, or
3 users. Twitch does not intend to provide such information without the consent of the relevant
4 persons or a court order.

5 Twitch objects to the term “Accused Instrumentality” on the basis identified in the General
6 Objections above and incorporates those bases herein. Twitch will interpret “Accused
7 Instrumentality” as Twitch.tv only.

8 Twitch objects to the term “Content-Based ETags” on the basis identified in the General
9 Objections above and incorporates those bases herein. Twitch will interpret “Content-Based
10 ETags” to mean ETags calculated based on contents of a corresponding file.

11 Twitch objects to the terms “Cache-Busting” and “Fingerprint” on the basis identified in
12 the General Objections above and incorporates those bases herein. Twitch will interpret
13 “Fingerprint” to mean a Ruby on Rails fingerprint or a similar value that is calculated via a hash
14 algorithm and that renders the name of a file dependent on the contents of the file.

15 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
16 and unintelligible. For example, Twitch objects to the undefined phrase “the importance of Cache-
17 Busting” as vague and ambiguous, overly broad, unduly burdensome, and not proportional to the
18 needs of the case, as it does not identify the item or feature with specificity.

19 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
20 particular time period and/or geographic area relevant to the case. Twitch objects to this request as
21 vague and ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks “[a]ll
22 Documents identifying Your web server(s)” without connection to any accused functionality in the
23 case. Twitch objects to this request as unreasonably duplicative and/or redundant of Request Nos.
24 9, 14, 17-18, 43, 45, and 78.

25 Subject to and without waiving any objections, Twitch responds as follows:

26 Twitch will produce non-privileged, non-protected documents sufficient to show any value
27 of caching to Twitch.tv during the time period of September 14, 2012 to December 26, 2016 for
28 the United States, to the extent such documents exist in Twitch’s possession, custody, or control

1 and can be identified upon a reasonable search, and have not yet been produced.

2 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
3 amend, or modify its response to this request as additional facts are learned and as otherwise
4 appropriate.

5 **REQUEST FOR PRODUCTION NO. 98:**

6 All Documents regarding any comparison You made between Cache-Busting by using
7 Content-Based ETags or Fingerprints, as compared to other forms of Cache-Busting.

8 **RESPONSE TO REQUEST FOR PRODUCTION NO. 98:**

9 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
10 objects to this request to the extent it seeks information protected by the attorney-client privilege,
11 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
12 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
13 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
14 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
15 applicable order of the Court.

16 Twitch objects to this request to the extent it seeks information that is subject to any
17 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
18 to any third party. Twitch further objects to this request to the extent that it purports to require
19 Twitch to disclose private or personally-identifiable information of its employees, customers, or
20 users. Twitch does not intend to provide such information without the consent of the relevant
21 persons or a court order.

22 Twitch objects to the term “Accused Instrumentality” on the basis identified in the General
23 Objections above and incorporates those bases herein. Twitch will interpret “Accused
24 Instrumentality” as Twitch.tv only.

25 Twitch objects to this request as overbroad, unduly burdensome, vague, ambiguous,
26 exceeding the boundaries of discoverable information, failing to describe the information sought
27 with the required reasonable particularity, not proportional to the needs of the case, and/or seeking
28 information that is not relevant to any claim or defense in this action to the extent that it seeks

1 information about the aspects of the accused technology not specifically accused in PersonalWeb's
2 Infringement Contentions.

3 Twitch objects to the term "Content-Based ETags" on the basis identified in the General
4 Objections above and incorporates those bases herein. Twitch will interpret "Content-Based
5 ETags" to mean ETags calculated based on contents of a corresponding file.

6 Twitch objects to the terms "Cache-Busting" and "Fingerprint" on the basis identified in
7 the General Objections above and incorporates those bases herein. Twitch will interpret
8 "Fingerprint" to mean a Ruby on Rails fingerprint or a similar value that is calculated via a hash
9 algorithm and that renders the name of a file dependent on the contents of the file.

10 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
11 and unintelligible. For example, Twitch objects to the undefined phrase "between Cache-Busting
12 by using Content-Based ETags or Fingerprints, as compared to other forms of Cache-Busting" as
13 vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the
14 case, as it does not identify the item or feature with specificity.

15 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
16 particular time period and/or geographic area relevant to the case. Twitch objects to this request as
17 vague and ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks "[a]ll
18 Documents identifying Your web server(s)" without connection to any accused functionality in the
19 case. Twitch objects to this request as unreasonably duplicative and/or redundant of Request Nos.
20 9, 14, 17-18, 43, 45, 78, and 97.

21 Subject to and without waiving any objections, Twitch responds as follows:

22 Twitch will produce non-privileged, non-protected documents sufficient to show any value
23 of caching to Twitch.tv during the time period of September 14, 2012 to December 26, 2016 for
24 the United States, to the extent such documents exist in Twitch's possession, custody, or control
25 and can be identified upon a reasonable search, and have not yet been produced.

26 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
27 amend, or modify its response to this request as additional facts are learned and as otherwise
28 appropriate.

1 **REQUEST FOR PRODUCTION NO. 99:**

2 All Documents regarding the history or evolution of Cache-Busting in connection with web
3 serving and the Internet, and/or the importance of Cache-Busting in the development of the Internet.

4 **RESPONSE TO REQUEST FOR PRODUCTION NO. 99:**

5 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
6 objects to this request to the extent it seeks information protected by the attorney-client privilege,
7 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
8 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
9 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
10 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
11 applicable order of the Court.

12 Twitch objects to this request to the extent it seeks information that is subject to any
13 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
14 to any third party. Twitch further objects to this request to the extent that it purports to require
15 Twitch to disclose private or personally-identifiable information of its employees, customers, or
16 users. Twitch does not intend to provide such information without the consent of the relevant
17 persons or a court order.

18 Twitch objects to this request to the extent it seeks information equally available to
19 PersonalWeb in the public domain. Twitch objects to this request to the extent it seeks information
20 not in Twitch's possession, custody or control.

21 Twitch objects to this request as overbroad, unduly burdensome, vague, ambiguous,
22 exceeding the boundaries of discoverable information, failing to describe the information sought
23 with the required reasonable particularity, not proportional to the needs of the case, and/or seeking
24 information that is not relevant to any claim or defense in this action to the extent that it seeks
25 information about the aspects of the accused technology not specifically accused in PersonalWeb's
26 Infringement Contentions.

27 Twitch objects to the term "Cache-Busting" on the basis identified in the General
28 Objections above and incorporates those bases herein.

1 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
2 and unintelligible in that it seeks “[a]ll Documents regarding the history or evolution of Cache-
3 Busting” without connection to any accused functionality in the case. Twitch objects to this request
4 as unreasonably duplicative and/or redundant of Request Nos. 9, 14, and 17-18.

5 **REQUEST FOR PRODUCTION NO. 100:**

6 All Documents comparing Cache-Busting using content-based identifiers with Content-
7 Based ETags or Fingerprints to other forms of Cache-Busting, including the advantages of Cache-
8 Busting using content-based identifiers with ETags or Fingerprints.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 100:**

10 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
11 objects to this request to the extent it seeks information protected by the attorney-client privilege,
12 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
13 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
14 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
15 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
16 applicable order of the Court.

17 Twitch objects to this request to the extent it seeks information that is subject to any
18 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
19 to any third party. Twitch further objects to this request to the extent that it purports to require
20 Twitch to disclose private or personally-identifiable information of its employees, customers, or
21 users. Twitch does not intend to provide such information without the consent of the relevant
22 persons or a court order.

23 Twitch objects to this request to the extent it seeks information equally available to
24 PersonalWeb in the public domain. Twitch objects to this request to the extent it seeks information
25 not in Twitch’s possession, custody or control.

26 Twitch objects to this request as overbroad, unduly burdensome, vague, ambiguous,
27 exceeding the boundaries of discoverable information, failing to describe the information sought
28 with the required reasonable particularity, not proportional to the needs of the case, and/or seeking

1 information that is not relevant to any claim or defense in this action to the extent that it seeks
2 information about the aspects of the accused technology not specifically accused in PersonalWeb's
3 Infringement Contentions.

4 Twitch objects to the term "Content-Based ETags" on the basis identified in the General
5 Objections above and incorporates those bases herein. Twitch will interpret "Content-Based
6 ETags" to mean ETags calculated based on contents of a corresponding file.

7 Twitch objects to the terms "Cache-Busting" and "Fingerprint" on the basis identified in
8 the General Objections above and incorporates those bases herein. Twitch will interpret
9 "Fingerprint" to mean a Ruby on Rails fingerprint or a similar value that is calculated via a hash
10 algorithm and that renders the name of a file dependent on the contents of the file.

11 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
12 and unintelligible. For example, Twitch objects to the undefined phrases "content-based
13 identifiers" and "advantages of Cache-Busting using content-based identifiers" as vague and
14 ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case, as they
15 do not identify the items or features with specificity.

16 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
17 and unintelligible in that it seeks "[a]ll Documents comparing Cache-Busting using content-based
18 identifiers with Content-Based ETags or Fingerprints to other forms of Cache-Busting." Twitch
19 objects to this request as unreasonably duplicative and/or redundant of Request Nos. 9, 14, 17-18,
20 and 98.

21 Subject to and without waiving any objections, Twitch responds as follows:

22 Twitch will produce non-privileged, non-protected documents sufficient to show any value
23 of caching to Twitch.tv during the time period of September 14, 2012 to December 26, 2016 for
24 the United States, to the extent such documents exist in Twitch's possession, custody, or control
25 and can be identified upon a reasonable search, and have not yet been produced.

26 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
27 amend, or modify its response to this request as additional facts are learned and as otherwise
28 appropriate.

REQUEST FOR PRODUCTION NO. 101:

All Documents regarding Your choice of Cache-Busting using content-based identifiers with ETags or Fingerprints used with the Accused Instrumentality, instead of some other form of Cache-Busting.

RESPONSE TO REQUEST FOR PRODUCTION NO. 101:

Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch objects to this request to the extent it seeks information protected by the attorney-client privilege, attorney work-product doctrine, joint defense privilege, common interest exception, duty of confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects to this request to the extent it seeks to impose upon Twitch obligations broader than, different from, or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any applicable order of the Court.

Twitch objects to this request to the extent it seeks information that is subject to any protective order, privacy interest, contractual obligation, or other confidentiality obligation owed to any third party. Twitch further objects to this request to the extent that it purports to require Twitch to disclose private or personally-identifiable information of its employees, customers, or users. Twitch does not intend to provide such information without the consent of the relevant persons or a court order.

Twitch objects to the term “Accused Instrumentality” on the basis identified in the General Objections above and incorporates those bases herein. Twitch will interpret “Accused Instrumentality” as Twitch.tv only.

Twitch objects to this request as overbroad, unduly burdensome, vague, ambiguous, exceeding the boundaries of discoverable information, failing to describe the information sought with the required reasonable particularity, not proportional to the needs of the case, and/or seeking information that is not relevant to any claim or defense in this action to the extent that it seeks information about the aspects of the accused technology not specifically accused in PersonalWeb’s Infringement Contentions.

Twitch objects to the term “ETags” on the basis identified in the General Objections above

1 and incorporates those bases herein. Twitch will interpret “ETags” to mean ETags calculated based
2 on contents of a corresponding file.

3 Twitch objects to the terms “Cache-Busting” and “Fingerprint” on the basis identified in
4 the General Objections above and incorporates those bases herein. Twitch will interpret
5 “Fingerprint” to mean a Ruby on Rails fingerprint or a similar value that is calculated via a hash
6 algorithm and that renders the name of a file dependent on the contents of the file.

7 Twitch objects to the undefined phrase “form of Cache-Busting” as vague and ambiguous,
8 overly broad, unduly burdensome, and not proportional to the needs of the case, as it does not
9 identify the item or feature with specificity.

10 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
11 particular time period and/or geographic area relevant to the case. Twitch objects to this request as
12 vague and ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks “[a]ll
13 Documents regarding Your choice of Cache-Busting using content-based identifiers.” Twitch objects
14 to this request as unreasonably duplicative and/or redundant of Request Nos. 9, 14, 17-18, 43, 45,
15 78, and 97.

16 Subject to and without waiving any objections, Twitch responds as follows:

17 Twitch will produce non-privileged, non-protected documents sufficient to show any value
18 of caching to Twitch.tv during the time period of September 14, 2012 to December 26, 2016 for
19 the United States, to the extent such documents exist in Twitch’s possession, custody, or control
20 and can be identified upon a reasonable search, and have not yet been produced.

21 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
22 amend, or modify its response to this request as additional facts are learned and as otherwise
23 appropriate.

24 **REQUEST FOR PRODUCTION NO. 102:**

25 All Documents regarding the ease or difficulty of switching from Cache-Busting using
26 content-based identifiers with ETags or Fingerprints, to some other form of Cache-Busting.

27 **RESPONSE TO REQUEST FOR PRODUCTION NO. 102:**

28 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch

1 objects to this request to the extent it seeks information protected by the attorney-client privilege,
2 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
3 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
4 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
5 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
6 applicable order of the Court.

7 Twitch objects to this request to the extent it seeks information that is subject to any
8 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
9 to any third party. Twitch further objects to this request to the extent that it purports to require
10 Twitch to disclose private or personally-identifiable information of its employees, customers, or
11 users. Twitch does not intend to provide such information without the consent of the relevant
12 persons or a court order.

13 Twitch objects to this request to the extent it seeks information equally available to
14 PersonalWeb in the public domain. Twitch objects to this request to the extent it seeks information
15 not in Twitch's possession, custody or control.

16 Twitch objects to the term "ETags" on the basis identified in the General Objections above
17 and incorporates those bases herein. Twitch will interpret "ETags" to mean ETags calculated based
18 on contents of a corresponding file.

19 Twitch objects to the terms "Cache-Busting" and "Fingerprint" on the basis identified in
20 the General Objections above and incorporates those bases herein. Twitch will interpret
21 "Fingerprint" to mean a Ruby on Rails fingerprint or a similar value that is calculated via a hash
22 algorithm and that renders the name of a file dependent on the contents of the file.

23 Twitch further objects to this request as prematurely seeking expert testimony before the
24 time called for by the Local Rules and the Court's case schedule.

25 Subject to and without waiving any objections, Twitch responds as follows:

26 Twitch will produce non-privileged, non-protected documents sufficient to show any value
27 of caching to Twitch.tv during the time period of September 14, 2012 to December 26, 2016 for
28 the United States, to the extent such documents exist in Twitch's possession, custody, or control

1 and can be identified upon a reasonable search, and have not yet been produced.

2 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
3 amend, or modify its response to this request as additional facts are learned and as otherwise
4 appropriate.

5 **REQUEST FOR PRODUCTION NO. 103:**

6 All Documents regarding the costs associated with switching from Cache-Busting using
7 content-based identifiers with ETags or Fingerprints, to some other form of Cache-Busting.

8 **RESPONSE TO REQUEST FOR PRODUCTION NO. 103:**

9 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
10 objects to this request to the extent it seeks information protected by the attorney-client privilege,
11 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
12 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
13 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
14 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
15 applicable order of the Court.

16 Twitch objects to this request to the extent it seeks information that is subject to any
17 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
18 to any third party. Twitch further objects to this request to the extent that it purports to require
19 Twitch to disclose private or personally-identifiable information of its employees, customers, or
20 users. Twitch does not intend to provide such information without the consent of the relevant
21 persons or a court order.

22 Twitch objects to this request to the extent it seeks information equally available to
23 PersonalWeb in the public domain. Twitch objects to this request to the extent it seeks information
24 not in Twitch's possession, custody or control.

25 Twitch objects to this request as overbroad, unduly burdensome, vague, ambiguous,
26 exceeding the boundaries of discoverable information, failing to describe the information sought
27 with the required reasonable particularity, not proportional to the needs of the case, and/or seeking
28 information that is not relevant to any claim or defense in this action to the extent that it seeks

1 information about the aspects of the accused technology not specifically accused in PersonalWeb's
2 Infringement Contentions.

3 Twitch objects to the term "ETags" on the basis identified in the General Objections above
4 and incorporates those bases herein. Twitch will interpret "ETags" to mean ETags calculated based
5 on contents of a corresponding file.

6 Twitch objects to the terms "Cache-Busting" and "Fingerprint" on the basis identified in
7 the General Objections above and incorporates those bases herein. Twitch will interpret
8 "Fingerprint" to mean a Ruby on Rails fingerprint or a similar value that is calculated via a hash
9 algorithm and that renders the name of a file dependent on the contents of the file.

10 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
11 and unintelligible. For example, Twitch objects to the undefined phrase "costs associated with
12 switching from Cache-Busting using content-based identifiers with Content-Based ETags or
13 Fingerprints" as vague and ambiguous, overly broad, unduly burdensome, and not proportional to
14 the needs of the case, as it does not identify the item or feature with specificity.

15 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
16 and unintelligible in that it seeks "[a]ll Documents regarding the costs associated with switching from
17 Cache-Busting using content-based identifiers." Twitch objects to this request as unreasonably
18 duplicative and/or redundant of Request Nos. 9, 14, 17-18, 98, and 100.

19 Twitch further objects to this request as prematurely seeking expert testimony before the
20 time called for by the Local Rules and the Court's case schedule.

21 Subject to and without waiving any objections, Twitch responds as follows:

22 Twitch will produce non-privileged, non-protected documents sufficient to show any value
23 of caching to Twitch.tv during the time period of September 14, 2012 to December 26, 2016 for
24 the United States, to the extent such documents exist in Twitch's possession, custody, or control
25 and can be identified upon a reasonable search, and have not yet been produced.

26 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
27 amend, or modify its response to this request as additional facts are learned and as otherwise
28 appropriate.

1 **REQUEST FOR PRODUCTION NO. 104:**

2 All Documents showing the relative cost of Cache-Busting using content-based identifiers
3 with ETags or Fingerprints, as compared to other forms of Cache-Busting.

4 **RESPONSE TO REQUEST FOR PRODUCTION NO. 104:**

5 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
6 objects to this request to the extent it seeks information protected by the attorney-client privilege,
7 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
8 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
9 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
10 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
11 applicable order of the Court.

12 Twitch objects to this request to the extent it seeks information that is subject to any
13 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
14 to any third party. Twitch further objects to this request to the extent that it purports to require
15 Twitch to disclose private or personally-identifiable information of its employees, customers, or
16 users. Twitch does not intend to provide such information without the consent of the relevant
17 persons or a court order.

18 Twitch objects to this request to the extent it seeks information equally available to
19 PersonalWeb in the public domain. Twitch objects to this request to the extent it seeks information
20 not in Twitch's possession, custody or control.

21 Twitch objects to this request as overbroad, unduly burdensome, vague, ambiguous,
22 exceeding the boundaries of discoverable information, failing to describe the information sought
23 with the required reasonable particularity, not proportional to the needs of the case, and/or seeking
24 information that is not relevant to any claim or defense in this action to the extent that it seeks
25 information about the aspects of the accused technology not specifically accused in PersonalWeb's
26 Infringement Contentions.

27 Twitch objects to the term "ETags" on the basis identified in the General Objections above
28 and incorporates those bases herein. Twitch will interpret "ETags" to mean ETags calculated based

on contents of a corresponding file.

Twitch objects to the terms “Cache-Busting” and “Fingerprint” on the basis identified in the General Objections above and incorporates those bases herein. Twitch will interpret “Fingerprint” to mean a Ruby on Rails fingerprint or a similar value that is calculated via a hash algorithm and that renders the name of a file dependent on the contents of the file.

Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome, and unintelligible. For example, Twitch objects to the undefined phrase “relative cost of Cache-Busting using content-based identifiers” as vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case, as it does not identify the item or feature with specificity.

Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks “[a]ll Documents showing the relative cost of Cache-Busting using content-based identifiers.” Twitch objects to this request as unreasonably duplicative and/or redundant of Request Nos. 9, 14, 17-18, 98, 100, and 103.

Twitch further objects to this request as prematurely seeking expert testimony before the time called for by the Local Rules and the Court’s case schedule.

Subject to and without waiving any objections, Twitch responds as follows:

Twitch will produce non-privileged, non-protected documents sufficient to show any value of caching to Twitch.tv during the time period of September 14, 2012 to December 26, 2016 for the United States, to the extent such documents exist in Twitch’s possession, custody, or control and can be identified upon a reasonable search, and have not yet been produced.

Investigation and discovery are ongoing, and Twitch reserves the right to supplement, amend, or modify its response to this request as additional facts are learned and as otherwise appropriate.

REQUEST FOR PRODUCTION NO. 105:

All Documents showing whether forms of Cache-Busting other than using content-based identifiers with ETags or Fingerprints, can be used with online advertising.

RESPONSE TO REQUEST FOR PRODUCTION NO. 105:

1 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
2 objects to this request to the extent it seeks information protected by the attorney-client privilege,
3 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
4 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
5 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
6 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
7 applicable order of the Court.

8 Twitch objects to this request to the extent it seeks information that is subject to any
9 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
10 to any third party. Twitch further objects to this request to the extent that it purports to require
11 Twitch to disclose private or personally-identifiable information of its employees, customers, or
12 users. Twitch does not intend to provide such information without the consent of the relevant
13 persons or a court order.

14 Twitch objects to this request to the extent it seeks information equally available to
15 PersonalWeb in the public domain. Twitch objects to this request to the extent it seeks information
16 not in Twitch's possession, custody or control.

17 Twitch objects to this request as overbroad, unduly burdensome, vague, ambiguous,
18 exceeding the boundaries of discoverable information, failing to describe the information sought
19 with the required reasonable particularity, not proportional to the needs of the case, and/or seeking
20 information that is not relevant to any claim or defense in this action to the extent that it seeks
21 information about the aspects of the accused technology not specifically accused in PersonalWeb's
22 Infringement Contentions.

23 Twitch objects to the term "ETags" on the basis identified in the General Objections above
24 and incorporates those bases herein. Twitch will interpret "ETags" to mean ETags calculated based
25 on contents of a corresponding file.

26 Twitch objects to the terms "Cache-Busting" and "Fingerprint" on the basis identified in
27 the General Objections above and incorporates those bases herein. Twitch will interpret
28 "Fingerprint" to mean a Ruby on Rails fingerprint or a similar value that is calculated via a hash

1 algorithm and that renders the name of a file dependent on the contents of the file.

2 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
3 and unintelligible. For example, Twitch objects to the undefined phrases “forms of Cache-Busting
4 other than using content-based identifiers with ETags or Fingerprints” and “online advertising” as
5 vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the
6 case, as they do not identify the items or features with specificity.

7 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
8 and unintelligible in that it seeks “[a]ll Documents showing whether forms of Cache-Busting other
9 than using content-based identifiers with ETags or Fingerprints, can be used with online advertising”
10 without connection to any accused functionality in the case. Twitch objects to this request as
11 unreasonably duplicative and/or redundant of Request Nos. 9, 14, 17-18, 98, 100, 103 and 104.

12 Twitch further objects to this request as prematurely seeking expert testimony before the
13 time called for by the Local Rules and the Court’s case schedule.

14 Subject to and without waiving any objections, Twitch responds as follows:

15 Twitch will produce non-privileged, non-protected documents sufficient to show any value
16 of caching to Twitch.tv during the time period of September 14, 2012 to December 26, 2016 for
17 the United States, to the extent such documents exist in Twitch’s possession, custody, or control
18 and can be identified upon a reasonable search, and have not yet been produced.

19 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
20 amend, or modify its response to this request as additional facts are learned and as otherwise
21 appropriate.

22 **REQUEST FOR PRODUCTION NO. 106:**

23 All Documents showing the manner in which the Accused Instrumentality employs Cache-
24 Busting.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 106:**

26 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
27 objects to this request to the extent it seeks information protected by the attorney-client privilege,
28 attorney work-product doctrine, joint defense privilege, common interest exception, duty of

1 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
2 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
3 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
4 applicable order of the Court.

5 Twitch objects to this request to the extent it seeks information that is subject to any
6 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
7 to any third party. Twitch further objects to this request to the extent that it purports to require
8 Twitch to disclose private or personally-identifiable information of its employees, customers, or
9 users. Twitch does not intend to provide such information without the consent of the relevant
10 persons or a court order.

11 Twitch objects to this request to the extent it seeks information equally available to
12 PersonalWeb in the public domain. Twitch objects to this request to the extent it seeks information
13 not in Twitch's possession, custody or control.

14 Twitch objects to the term "Accused Instrumentality" on the basis identified in the General
15 Objections above and incorporates those bases herein. Twitch will interpret "Accused
16 Instrumentality" as Twitch.tv only.

17 Twitch objects to the term "Cache-Busting" on the basis identified in the General
18 Objections above and incorporates those bases herein.

19 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
20 and unintelligible. For example, Twitch objects to the undefined phrase "employs Cache-Busting"
21 as vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of
22 the case, as it does not identify the item or feature with specificity.

23 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
24 particular time period and/or geographic area relevant to the case. Twitch objects to this request as
25 vague and ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks "[a]ll
26 Documents showing the manner in which the Accused Instrumentality employs Cache-Busting"
27 without connection to any accused functionality in the case. Twitch objects to this request as
28 unreasonably duplicative and/or redundant of Request Nos. 9, 14, 17-18, 43, 45, 78, and 97.

1 Twitch further objects to this request as prematurely seeking expert testimony before the
2 time called for by the Local Rules and the Court's case schedule.

3 Subject to and without waiving any objections, Twitch responds as follows:

4 Twitch will produce non-privileged, non-protected documents sufficient to show the
5 technical design, operation, and functionality of the accused features of Twitch.tv during the time
6 period of September 14, 2012 to December 26, 2016 for the United States, to the extent such
7 documents existed in Twitch's possession, custody, or control and can be identified upon a
8 reasonable search.

9 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
10 amend, or modify its response to this request as additional facts are learned and as otherwise
11 appropriate.

12 **REQUEST FOR PRODUCTION NO. 107:**

13 All Documents that compare Your revenues with the revenues of Microsoft Azure.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 107:**

15 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
16 objects to this request to the extent it seeks information protected by the attorney-client privilege,
17 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
18 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
19 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
20 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
21 applicable order of the Court.

22 Twitch objects to this request to the extent it seeks information that is subject to any
23 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
24 to any third party. Twitch further objects to this request to the extent that it purports to require
25 Twitch to disclose private or personally-identifiable information of its employees, customers, or
26 users. Twitch does not intend to provide such information without the consent of the relevant
27 persons or a court order.

28 Twitch objects to this request to the extent it seeks information not in Twitch's possession,

1 custody or control.

2 Twitch objects to this request as overbroad, nonsensical unduly burdensome, vague,
3 ambiguous, exceeding the boundaries of discoverable information, failing to describe the
4 information sought with the required reasonable particularity, not proportional to the needs of the
5 case, and/or seeking information that is not relevant to any claim or defense in this action to the
6 extent that it seeks information regarding comparisons with a cloud services provider, which Twitch
7 and Twitch.tv do not provide.

8 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
9 and unintelligible. For example, Twitch objects to the undefined phrase “Microsoft Azure” as
10 vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the
11 case, as it does not identify the item or feature with specificity.

12 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
13 particular time period and/or geographic area relevant to the case. Twitch objects to this request as
14 vague and ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks “[a]ll
15 Documents that compare Your revenues with the revenues of Microsoft Azure” without connection
16 to any accused functionality in the case.

17 **REQUEST FOR PRODUCTION NO. 108:**

18 All Documents regarding the success of Your Accused Instrumentality because it involves
19 Cache-Busting using content-based identifiers with Content-Based ETags or Fingerprints.

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 108:**

21 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
22 objects to this request to the extent it seeks information protected by the attorney-client privilege,
23 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
24 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
25 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
26 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
27 applicable order of the Court.

28 Twitch objects to this request to the extent it seeks information that is subject to any

1 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
2 to any third party. Twitch further objects to this request to the extent that it purports to require
3 Twitch to disclose private or personally-identifiable information of its employees, customers, or
4 users. Twitch does not intend to provide such information without the consent of the relevant
5 persons or a court order.

6 Twitch objects to the term “Content-Based ETags” on the basis identified in the General
7 Objections above and incorporates those bases herein. Twitch will interpret “Content-Based
8 ETags” to mean ETags calculated based on contents of a corresponding file.

9 Twitch objects to the terms “Cache-Busting” and “Fingerprint” on the basis identified in
10 the General Objections above and incorporates those bases herein. Twitch will interpret
11 “Fingerprint” to mean a Ruby on Rails fingerprint or a similar value that is calculated via a hash
12 algorithm and that renders the name of a file dependent on the contents of the file.

13 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
14 and unintelligible. For example, Twitch objects to the undefined phrase “involves Cache-Busting
15 using content-based identifiers with ETags or Fingerprints” as vague and ambiguous, overly broad,
16 unduly burdensome, and not proportional to the needs of the case, as it does not identify the item
17 or feature with specificity.

18 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
19 particular time period and/or geographic area relevant to the case. Twitch objects to this request as
20 vague and ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks “[a]ll
21 Documents regarding the success of Your Accused Instrumentality because it involves Cache-
22 Busting.” Twitch objects to this request as unreasonably duplicative and/or redundant of Request
23 Nos. 9, 14, 17-18, 43, 45, 78, and 97.

24 Twitch further objects to this request as prematurely seeking expert testimony before the
25 time called for by the Local Rules and the Court’s case schedule.

26 Subject to and without waiving any objections, Twitch responds as follows:

27 Twitch will produce non-privileged, non-protected documents sufficient to show any value
28 of caching to Twitch.tv during the time period of September 14, 2012 to December 26, 2016 for

1 the United States, to the extent such documents exist in Twitch's possession, custody, or control
2 and can be identified upon a reasonable search, and have not yet been produced.

3 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
4 amend, or modify its response to this request as additional facts are learned and as otherwise
5 appropriate.

6 **REQUEST FOR PRODUCTION NO. 109:**

7 All Documents regarding alternative forms of Cache-Busting other than Cache-Busting
8 using content-based identifiers with Content-Based ETags or Fingerprints.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 109:**

10 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
11 objects to this request to the extent it seeks information protected by the attorney-client privilege,
12 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
13 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
14 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
15 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
16 applicable order of the Court.

17 Twitch objects to this request to the extent it seeks information that is subject to any
18 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
19 to any third party. Twitch further objects to this request to the extent that it purports to require
20 Twitch to disclose private or personally-identifiable information of its employees, customers, or
21 users. Twitch does not intend to provide such information without the consent of the relevant
22 persons or a court order.

23 Twitch objects to this request to the extent it seeks information equally available to
24 PersonalWeb in the public domain. Twitch objects to this request to the extent it seeks information
25 not in Twitch's possession, custody or control.

26 Twitch objects to this request as overbroad, unduly burdensome, vague, ambiguous,
27 exceeding the boundaries of discoverable information, failing to describe the information sought
28 with the required reasonable particularity, not proportional to the needs of the case, and/or seeking

1 information that is not relevant to any claim or defense in this action to the extent that it seeks
2 information about the aspects of the accused technology not specifically accused in PersonalWeb's
3 Infringement Contentions.

4 Twitch objects to the term "Content-Based ETags" on the basis identified in the General
5 Objections above and incorporates those bases herein. Twitch will interpret "Content-Based
6 ETags" to mean ETags calculated based on contents of a corresponding file.

7 Twitch objects to the terms "Cache-Busting" and "Fingerprint" on the basis identified in
8 the General Objections above and incorporates those bases herein. Twitch will interpret
9 "Fingerprint" to mean a Ruby on Rails fingerprint or a similar value that is calculated via a hash
10 algorithm and that renders the name of a file dependent on the contents of the file.

11 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
12 and unintelligible. For example, Twitch objects to the undefined phrase "alternative forms of
13 Cache-Busting other than Cache-Busting using content-based identifiers with ETags or
14 Fingerprints" as vague and ambiguous, overly broad, unduly burdensome, and not proportional to
15 the needs of the case, as it does not identify the item or feature with specificity.

16 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
17 and unintelligible in that it seeks "[a]ll Documents regarding alternative forms of Cache-Busting other
18 than Cache-Busting using content-based identifiers" without connection to any accused functionality
19 in the case. Twitch objects to this request as unreasonably duplicative and/or redundant of Request
20 Nos. 9, 14, 17-18, 98, 100, 103, and 104.

21 Subject to and without waiving any objections, Twitch responds as follows:

22 Twitch has already agreed to produce non-privileged, non-protected documents sufficient
23 to show the value of caching to Twitch.tv during the time period of September 14, 2012 to
24 December 26, 2016 for the United States in response to Request for Production Nos. 9, 14, 17-18,
25 98, 100, 103, and 104.

26 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
27 amend, or modify its response to this request as additional facts are learned and as otherwise
28 appropriate.

1 **REQUEST FOR PRODUCTION NO. 110:**

2 All Documents showing Your use of Cache-Busting using content-based identifiers with
3 Content-Based ETags or Fingerprints on the home page of Your website.

4 **RESPONSE TO REQUEST FOR PRODUCTION NO. 110:**

5 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
6 objects to this request to the extent it seeks information protected by the attorney-client privilege,
7 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
8 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
9 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
10 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
11 applicable order of the Court.

12 Twitch objects to this request to the extent it seeks information that is subject to any
13 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
14 to any third party. Twitch further objects to this request to the extent that it purports to require
15 Twitch to disclose private or personally-identifiable information of its employees, customers, or
16 users. Twitch does not intend to provide such information without the consent of the relevant
17 persons or a court order.

18 Twitch objects to this request to the extent it seeks information equally available to
19 PersonalWeb in the public domain.

20 Twitch objects to this request as overbroad, unduly burdensome, vague, ambiguous,
21 exceeding the boundaries of discoverable information, failing to describe the information sought
22 with the required reasonable particularity, not proportional to the needs of the case, and/or seeking
23 information that is not relevant to any claim or defense in this action to the extent that it seeks
24 information about the aspects of the accused technology not specifically accused in PersonalWeb's
25 Infringement Contentions.

26 Twitch objects to the term Your on the bases identified in the General Objections above and
27 incorporates those bases herein. Twitch will interpret this term to refer to Twitch Interactive, Inc.
28 only.

1 Twitch objects to the term “Content-Based ETags” on the basis identified in the General
2 Objections above and incorporates those bases herein. Twitch will interpret “Content-Based
3 ETags” to mean ETags calculated based on contents of a corresponding file.

4 Twitch objects to the terms “Cache-Busting” and “Fingerprint” on the basis identified in
5 the General Objections above and incorporates those bases herein. Twitch will interpret
6 “Fingerprint” to mean a Ruby on Rails fingerprint or a similar value that is calculated via a hash
7 algorithm and that renders the name of a file dependent on the contents of the file.

8 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
9 and unintelligible. For example, Twitch objects to the undefined phrases “use of Cache-Busting
10 using content-based identifiers with Content-Based ETags or Fingerprints” and “Your website” as
11 vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the
12 case, as they do not identify the items or features with specificity.

13 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
14 particular time period and/or geographic area relevant to the case. Twitch objects to this request as
15 vague and ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks “[a]ll
16 Documents showing Your use of Cache-Busting using content-based identifiers with Content-
17 Based ETags or Fingerprints on the home page of Your website” without connection to any accused
18 functionality in the case. Twitch objects to this request as unreasonably duplicative and/or
19 redundant of Request Nos. 9, 14, 17-18, 43, 45, 78, 97, and 108.

20 Subject to and without waiving any objections, Twitch responds as follows:

21 Twitch will produce non-privileged, non-protected documents sufficient to show the costs
22 and benefits of using a Ruby on Rails fingerprint or a similar value that is calculated via a hash
23 algorithm and that renders the name of a file dependent on the contents of the file or ETags
24 calculated based on contents of a corresponding file during the time period of September 14, 2012
25 to December 26, 2016 for the United States, to the extent such documents exist in Twitch’s
26 possession, custody, or control and can be identified upon a reasonable search, and have not already
27 been produced in response to prior requests.

28 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,

1 amend, or modify its response to this request as additional facts are learned and as otherwise
2 appropriate.

3 **REQUEST FOR PRODUCTION NO. 111:**

4 All Documents showing Your use of Cache-Busting using content-based identifiers with
5 Content-Based ETags or Fingerprints in connection with streaming video on Your website.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 111:**

7 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
8 objects to this request to the extent it seeks information protected by the attorney-client privilege,
9 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
10 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
11 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
12 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
13 applicable order of the Court.

14 Twitch objects to this request to the extent it seeks information that is subject to any
15 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
16 to any third party. Twitch further objects to this request to the extent that it purports to require
17 Twitch to disclose private or personally-identifiable information of its employees, customers, or
18 users. Twitch does not intend to provide such information without the consent of the relevant
19 persons or a court order.

20 Twitch objects to this request to the extent it seeks information equally available to
21 PersonalWeb in the public domain.

22 Twitch objects to this request as overbroad, unduly burdensome, vague, ambiguous,
23 exceeding the boundaries of discoverable information, failing to describe the information sought
24 with the required reasonable particularity, not proportional to the needs of the case, and/or seeking
25 information that is not relevant to any claim or defense in this action to the extent that it seeks
26 information about the aspects of the accused technology not specifically accused in PersonalWeb's
27 Infringement Contentions.

28 Twitch objects to the term Your on the bases identified in the General Objections above and

1 incorporates those bases herein. Twitch will interpret this term to refer to Twitch Interactive, Inc.
2 only.

3 Twitch objects to the term “Content-Based ETags” on the basis identified in the General
4 Objections above and incorporates those bases herein. Twitch will interpret “Content-Based
5 ETags” to mean ETags calculated based on contents of a corresponding file.

6 Twitch objects to the terms “Cache-Busting” and “Fingerprint” on the basis identified in
7 the General Objections above and incorporates those bases herein. Twitch will interpret
8 “Fingerprint” to mean a Ruby on Rails fingerprint or a similar value that is calculated via a hash
9 algorithm and that renders the name of a file dependent on the contents of the file.

10 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
11 and unintelligible. For example, Twitch objects to the undefined phrases “the use by AWS of
12 Cache-Busting using content-based identifiers with ETags or Fingerprints” and “Your website” as
13 vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the
14 case, as they do not identify the items or features with specificity.

15 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
16 particular time period and/or geographic area relevant to the case. Twitch objects to this request as
17 vague and ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks “[a]ll
18 Documents showing Your use of Cache-Busting using content-based identifiers with Content-
19 Based ETags or Fingerprints on the home page of Your website” without connection to any accused
20 functionality in the case. Twitch objects to this request as unreasonably duplicative and/or
21 redundant of Request Nos. 9, 14, 17-18, 43, 45, 78, 97, 108 and 110.

22 Subject to and without waiving any objections, Twitch responds as follows:

23 Twitch will produce non-privileged, non-protected documents sufficient to show the costs
24 and benefits of using a Ruby on Rails fingerprint or a similar value that is calculated via a hash
25 algorithm and that renders the name of a file dependent on the contents of the file or ETags
26 calculated based on contents of a corresponding file during the time period of September 14, 2012
27 to December 26, 2016 for the United States, to the extent such documents exist in Twitch’s
28 possession, custody, or control and can be identified upon a reasonable search, and have not already

1 been produced in response to prior requests.

2 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
3 amend, or modify its response to this request as additional facts are learned and as otherwise
4 appropriate.

5 **REQUEST FOR PRODUCTION NO. 112:**

6 All Documents showing Your costs and the amount of money You spent on bandwidth to
7 serve content during the Relevant Time Period.

8 **RESPONSE TO REQUEST FOR PRODUCTION NO. 112:**

9 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
10 objects to this request to the extent it seeks information protected by the attorney-client privilege,
11 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
12 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
13 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
14 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
15 applicable order of the Court.

16 Twitch objects to this request to the extent it seeks information that is subject to any
17 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
18 to any third party. Twitch further objects to this request to the extent that it purports to require
19 Twitch to disclose private or personally-identifiable information of its employees, customers, or
20 users. Twitch does not intend to provide such information without the consent of the relevant
21 persons or a court order.

22 Twitch objects to this request as it seeks information that is neither relevant to any claim
23 or defense in this action nor proportional to the needs of the case. “All Documents showing Your
24 costs and the amount of money You spent on bandwidth to serve content” is not limited to the
25 accused technology and thus is not relevant to any claims or defenses in this dispute.

26 Twitch objects to the terms Your and You on the bases identified in the General Objections
27 above and incorporates those bases herein. Twitch will interpret these terms to refer to Twitch
28 Interactive, Inc. only.

1 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
2 and unintelligible. For example, Twitch objects to the undefined phrases “bandwidth” and “serve
3 content” as vague and ambiguous, overly broad, unduly burdensome, and not proportional to the
4 needs of the case, as they do not identify the items or features with specificity.

5 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
6 particular geographic area relevant to the case. Twitch objects to this request as vague and
7 ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks “[a]ll Documents
8 showing Your costs and the amount of money You spent on bandwidth to serve content” without
9 connection to any accused functionality in the case.

10 Subject to and without waiving any objections, Twitch responds as follows:

11 Twitch has already produced non-privileged, non-protected documents sufficient to show
12 Twitch’s revenue, costs, and pricing for Twitch.tv during the time period of September 14, 2012 to
13 December 26, 2016 for the United States.

14 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
15 amend, or modify its response to this request as additional facts are learned and as otherwise
16 appropriate.

17 **REQUEST FOR PRODUCTION NO. 113:**

18 All Documents showing Your options to acquire bandwidth to serve content from Your
19 website during the Relevant Time Period, including documents identifying those options and costs
20 associated therewith.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 113:**

22 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
23 objects to this request to the extent it seeks information protected by the attorney-client privilege,
24 attorney work-product doctrine, joint defense privilege, common interest exception, duty of
25 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
26 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
27 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
28 applicable order of the Court.

1 Twitch objects to this request to the extent it seeks information that is subject to any
2 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
3 to any third party. Twitch further objects to this request to the extent that it purports to require
4 Twitch to disclose private or personally-identifiable information of its employees, customers, or
5 users. Twitch does not intend to provide such information without the consent of the relevant
6 persons or a court order.

7 Twitch objects to this request as it seeks information that is neither relevant to any claim or
8 defense in this action nor proportional to the needs of the case. “All Documents showing Your
9 options to acquire bandwidth to serve content from Your website” is not limited to the accused
10 technology and this is not relevant to any claims or defenses in this dispute.

11 Twitch objects to the terms Your and You on the bases identified in the General Objections
12 above and incorporates those bases herein. Twitch will interpret these terms to refer to Twitch
13 Interactive, Inc. only.

14 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
15 and unintelligible. For example, Twitch objects to the undefined phrases “acquire bandwidth,”
16 “serve content,” and “Your website” as vague and ambiguous, overly broad, unduly burdensome,
17 and not proportional to the needs of the case, as they do not identify the items or features with
18 specificity.

19 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
20 particular geographic area relevant to the case. Twitch objects to this request as vague and
21 ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks “[a]ll Documents
22 showing Your options to acquire bandwidth to serve content from Your website” without connection
23 to any accused functionality in the case.

24 Subject to and without waiving any objections, Twitch responds as follows:

25 Twitch has already produced non-privileged, non-protected documents sufficient to show
26 the cost of operation of the www.twitch.tv website during the time period of September 14, 2012
27 to December 26, 2016 for the United States, to the extent such documents exist in Twitch’s
28 possession, custody, or control and can be identified upon a reasonable search.

Investigation and discovery are ongoing, and Twitch reserves the right to supplement, amend, or modify its response to this request as additional facts are learned and as otherwise appropriate.

REQUEST FOR PRODUCTION NO. 114:

All Documents regarding the data structure that stored URIs in Your Accused Instrumentality during the Relevant Time Period.

RESPONSE TO REQUEST FOR PRODUCTION NO. 114:

Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch objects to this request to the extent it seeks information protected by the attorney-client privilege, attorney work-product doctrine, joint defense privilege, common interest exception, duty of confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects to this request to the extent it seeks to impose upon Twitch obligations broader than, different from, or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any applicable order of the Court.

Twitch objects to this request to the extent it seeks information that is subject to any protective order, privacy interest, contractual obligation, or other confidentiality obligation owed to any third party. Twitch further objects to this request to the extent that it purports to require Twitch to disclose private or personally-identifiable information of its employees, customers, or users. Twitch does not intend to provide such information without the consent of the relevant persons or a court order.

Twitch objects to this request to the extent it seeks information equally available to PersonalWeb in the public domain.

Twitch objects to the term “Accused Instrumentality” on the basis identified in the General Objections above and incorporates those bases herein. Twitch will interpret “Accused Instrumentality” as Twitch.tv only.

Twitch objects to this request as overbroad, unduly burdensome, vague, ambiguous, exceeding the boundaries of discoverable information, failing to describe the information sought with the required reasonable particularity, not proportional to the needs of the case, and/or seeking

1 information that is not relevant to any claim or defense in this action to the extent that it seeks
2 information about the aspects of the accused technology not specifically accused in PersonalWeb's
3 Infringement Contentions.

4 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
5 and unintelligible. For example, Twitch objects to the undefined phrase "data structure" as vague
6 and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case, as
7 it does not identify the item or feature with specificity.

8 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
9 particular geographic area relevant to the case. Twitch objects to this request as vague and
10 ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks "[a]ll Documents
11 regarding the data structure that stored URIs in Your Accused Instrumentality" without connection to
12 any accused functionality in the case.

13 Subject to and without waiving any objections, Twitch responds as follows:

14 Twitch has already made available for inspection, pursuant to the terms of the protective
15 order, source code reflecting the operation of the accused Twitch.tv website available in the United
16 States, including the revisions to that code that existed between September 14, 2012 through
17 December 26, 2016.

18 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
19 amend, or modify its response to this request as additional facts are learned and as otherwise
20 appropriate.

21 **REQUEST FOR PRODUCTION NO. 115:**

22 All Documents regarding the transmission of HTTP 200 or HTTP 304 messages in response
23 to HTTP Conditional GET Requests by Your Accused Instrumentality during the Relevant Time
24 Period, including server logs showing the date or time stamping of the same.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 115:**

26 Twitch incorporates by reference its General Objections as if fully set forth herein. Twitch
27 objects to this request to the extent it seeks information protected by the attorney-client privilege,
28 attorney work-product doctrine, joint defense privilege, common interest exception, duty of

1 confidentiality, or any other applicable privilege, immunity, doctrine or protection. Twitch objects
2 to this request to the extent it seeks to impose upon Twitch obligations broader than, different from,
3 or in addition to those obligations imposed by the Federal Rules, the Local Rules, case law, or any
4 applicable order of the Court.

5 Twitch objects to this request to the extent it seeks information that is subject to any
6 protective order, privacy interest, contractual obligation, or other confidentiality obligation owed
7 to any third party. Twitch further objects to this request to the extent that it purports to require
8 Twitch to disclose private or personally-identifiable information of its employees, customers, or
9 users. Twitch does not intend to provide such information without the consent of the relevant
10 persons or a court order.

11 Twitch objects to the term “Accused Instrumentality” on the basis identified in the General
12 Objections above and incorporates those bases herein. Twitch will interpret “Accused
13 Instrumentality” as Twitch.tv only.

14 Twitch objects to this request because it is grossly overbroad and is not relevant to any issue
15 in this case. For example, the request on its face seeks information relating to web servers that
16 Twitch relies on, including their location, even if servers are not directly related to provision of the
17 specific Twitch.tv services and features accused in this litigation. Twitch’s use of web server
18 networks, without specific limitations to Twitch.tv, is not relevant to this case.

19 Twitch objects to this request as vague and ambiguous, overly broad, unduly burdensome,
20 and unintelligible. For example, Twitch objects to the undefined phrase “server logs” as vague and
21 ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case, as it
22 does not identify the item or feature with specificity.

23 Twitch objects to this request as overbroad and irrelevant because it is not limited to a
24 particular geographic area relevant to the case. Twitch objects to this request as vague and
25 ambiguous, overly broad, unduly burdensome, and unintelligible in that it seeks “[a]ll Documents
26 regarding the data structure that stored URIs in Your Accused Instrumentality” without connection to
27 any accused functionality in the case.

28 Subject to and without waiving any objections, Twitch responds as follows:

1 Twitch will produce non-privileged, non-protected documents sufficient to show the
 2 processing of HTTP 200 or HTTP 304 messages supported by Twitch.tv during the time period of
 3 September 14, 2012 to December 26, 2016 for the United States, to the extent such documents exist
 4 in Twitch's possession, custody, or control, can be identified upon a reasonable search, and have
 5 not yet been produced.

6 Investigation and discovery are ongoing, and Twitch reserves the right to supplement,
 7 amend, or modify its response to this request as additional facts are learned and as otherwise
 8 appropriate.

9
 10 Respectfully submitted,
 11 Dated: July 31, 2019 FENWICK & WEST LLP

12
 13 By: /s/ Saina Shamilov

14 J. David Hadden (CSB No. 176148)
 15 Saina S. Shamilov (CSB No. 215636)
 16 Todd R. Gregorian (CSB No. 236096)
 17 Ravi R. Ranganath (CSB No. 272981)
 18 Shannon E. Turner (CSB No. 310121)
 19 Chieh Tung (CSB No. 318963)

20 Counsel for
 21 TWITCH INTERACTIVE, INC.
 22
 23
 24
 25
 26
 27
 28

FENWICK & WEST LLP
 ATTORNEYS AT LAW

CERTIFICATE OF SERVICE

The undersigned declares as follows:

I am a citizen of the United States and employed in Santa Clara County, State of California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is Fenwick & West LLP, 801 California Street, Mountain View, CA 94041. On the date set forth below, I served a copy of the following document(s):

**RESPONSES AND OBJECTIONS OF TWITCH INTERACTIVE, INC.
TO PERSONALWEB TECHNOLOGIES, LLC'S THIRD SET OF
REQUESTS FOR PRODUCTION (NOS. 84-115)**

on the interested parties in the subject action by placing a true copy thereof as indicated below, addressed as follows:

Michael A. Sherman
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- ☐ **BY US MAIL:** by placing the document(s) listed above in a sealed envelope for collection and mailing following our ordinary business practices. I am readily familiar with our ordinary business practices for collecting and processing mail for the United States Postal Service, and mail that I place for collection and processing is regularly deposited with the United States Postal Service that same day with postage prepaid.

- 1 ☐ **BY OVERNIGHT COURIER:** by placing the document(s) listed above in a sealed
 2 envelope with a prepaid shipping label for express delivery and causing such envelope to
 3 be transmitted to an overnight delivery service for delivery by the next business day in the
 4 ordinary course of business.
- 5 ☐ **BY FACSIMILE:** by causing to be transmitted via facsimile the document(s) listed
 6 above to the addressee(s) at the facsimile number(s) set forth above.
- 7 ☒ **BY E-MAIL:** by causing to be transmitted via e-mail the document(s) listed above to the
 8 addressee(s) at the e-mail address(es) listed above.
- 9 ☐ **BY PERSONAL DELIVERY:** by causing to be personally delivered the document(s)
 10 listed above to the addressee(s) at the address(es) set forth above.

11 I declare under penalty of perjury under the laws of the State of California and the United
 12 States that the above is true and correct.

13 Date: July 31, 2019

14 /s/ Crystal Nwaneri
 15 Crystal Nwaneri

FENWICK & WEST LLP
 ATTORNEYS AT LAW